

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Steel Authority Of India Limited
Organisation Name/संगठन का नाम	Rourkela Steel Plant
Office Name/कार्यालय का नाम	Materials Management Purchase
Total Quantity/कुल मात्रा	3
Item Category/मद केटेगरी	Rechargeable Battery, Lead ACID (PLANTE TYPE) , NO. OF CELLS: 110, 220VDC, 200AH , BATTERY BANK, PLANTE, 110CELL, 220VDC, 965AH
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रिता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Rechargeable Battery, Lead ACID (PLANTE TYPE) , NO. OF CELLS: 110, 220VDC, 200AH
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
-------------------	----

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned

Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Rechargeable Battery, Lead Acid (plante Type) , No. Of Cells: 110, 220vdc, 200ah	1
Schedule 2	Battery Bank, Plante, 110cell, 220vdc, 965ah	2

Rechargeable Battery, Lead ACID (PLANTE TYPE) , NO. OF CELLS: 110, 220VDC, 200AH (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
--	--------------------------

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स चार्ज (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)	
1	Basanta Kumar Chowdhury	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
			1	120

BATTERY BANK, PLANTE, 110CELL, 220VDC, 965AH (2 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
--	--------------------------

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)	
----------------	---	-------------	--	--

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Basanta Kumar Chowdhury	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			1	10	120
			1	121	180

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) THIS SPECIFICATION COVERS THE DESIGN,MANUFACTURE,ASSEMBLY OF COMPONENTS,TESTING AT MA

MANUFACTURER'S WORKS AND ACCEPTANCE TEST AT SITE OF RSP, PACKING, SUPPLY AND DELIVERY OF 110 NOS OF CELLS OF EACH BANK OF 220 VOLTS DC, 965 AH AND 200AH AT 10HRS DISCHARGE RATE PLANT TYPE LEAD ACID CELL STORAGE BATTERIES AND ASSOCIATED ACCESSORIES AS MENTIONED IN THE TS AND SPECIAL TERMS AND CONDITIONS.

2) INSTALLATION/COMMISSIONING OF THE BATTERY BANK SHALL HAVE TO BE UNDERTAKEN BY COMPETENT PERSONNEL OF THE SUPPLIER ON MUTUALLY AGREED SCHEDULE BETWEEN THE INDENTING DEPARTMENT AND THE SUPPLIER. DISMANTLING OF EXISTING BATTERY BANK IS ALSO IN THE SCOPE OF THE SUPPLIER.

3) THE OFFERED PLANT TYPE BATTERY CELLS, COMPONENTS & ASSOCIATED ACCESSORIES SHALL CONFORM TO INDIAN STANDARDS/INTERNATIONAL STANDARDS AND INDIAN ELECTRICITY RULES.

4) THE BATTERY BANK SHALL BE INSTALLED IN INDOOR LOCATION IN THE BATTERY ROOM OF THE INDENTING DEPARTMENT OF RSP TO PROVIDE AUXILIARY DC POWER SUPPLY FOR UPS SYSTEM WHICH CATER TO POWER SUPPLY TO CONTROLLERS, DCS, HMI AND CRITICAL ELECTRICAL EQUIPMENT. UNDER NORMAL OPERATING CONDITIONS, AUXILIARY DC POWER SUPPLY FOR THE MENTIONED LOAD WILL BE MET FROM THE EXISTING UPS AND STORAGE BATTERIES SHOULD BE KEPT UNDER FLOAT OR BOOST CHARGING CONDITION AS PER THE REQUIREMENT OF THE CELLS. BUT LOAD OF ALL THE MENTIONED EQUIPMENTS WILL COME ON THE STORAGE IN THE EVENT OF FAILURE OF INCOMING POWER SUPPLY TO THE UPS. WHILE DESIGNING THE CELL, ALL THESE ASPECTS OF LOADS ARE TO BE TAKEN INTO ACCOUNT.

5) FOR THE PURPOSE OF DESIGNING, FOLLOWING CLIMATIC CONDITIONS SHALL HAVE TO BE CONSIDERED:

MAXIMUM AMBIENT TEMPERATURE: 50°C

MAXIMUM AMBIENT TEMPERATURE: 3°C

RELATIVE HUMIDITY: 100%

POLLUTION LEVEL: HEAVILY POLLUTED WITH COAL, SINTER, IRON DUST AND DIFFERENT TYPES OF INDUSTRIAL FUEL GASES.

6) THE BATTERY CELLS AND ASSOCIATED ACCESSORIES SHALL BE SUBJECTED TO ALL TYPE, ROUTINE AND ACCEPTANCE TESTS IN ACCORDANCE WITH PROVISIONS CONTAINED AS PER LATEST EDITION/AMENDMENT/REVISION OF IS 1146 & IS 1652 AS APPLICABLE.

7) THE ROUTINE TEST SHALL HAVE TO BE CARRIED OUT AT THE WORKS OF THE MANUFACTURER IN PRESENCE OF AUTHORIZED REPRESENTATIVES OF THE INDENTING DEPARTMENT/RSP BEFORE EFFECTING DELIVERY. ARRANGEMENT SHALL BE MADE BY THE SUPPLIER/MANUFACTURER TO TEST DISCHARGE 02 NOS OF CELL FOR EACH ITEM AT 1 HR DISCHARGE RATE AS PER APPLICABLE IS STANDARD IN THE PRESENCE OF AUTHORIZED REPRESENTATIVES OF THE INDENTING DEPARTMENT/RSP AT MANUFACTURER'S WORKS.

THIS WILL FORM THE BASIS FOR ACCEPTANCE OF THE LOT TO BE DELIVERED/DESPATCHED. THE CELLS SUBJECT TO THIS TEST SHALL NOT BE SUPPLIED TO THE INDENTING DEPARTMENT OF RSP. COST OF THESE SAMPLE CELLS SHALL BE BORNE BY THE MANUFACTURER/SUPPLIER. THE TEST REPORT OF THE SAME IS TO BE FURNISHED ALONG WITH SUPPLY OF THE ORDERED CELLS. THE MANUFACTURER/SUPPLIER SHALL HAVE TO ARRANGE ALL FACILITIES FOR SUCH INSPECTION AND TESTS, FREE OF COST AT MANUFACTURER'S WORKS.

8) ACCEPTANCE TEST (VERIFICATION OF MARKS, TEST FOR CAPACITIES AT 10 HR DISCHARGE RATE) SHALL HAVE TO BE CARRIED OUT AT SITE OF THE INDENTING DEPARTMENT AFTER COMPLETION OF INSTALLATION. IF A BATTERY CELL FAILS TO MEET THE GUARANTEED REQUIREMENTS AS PER THE APPLICABLE STANDARDS DURING ACCEPTANCE TEST AT SITE OF THE INDENTING DEPARTMENT, PARTY SHALL REPLACE THE SAME FREE OF COST AT THE EARLIEST.

9) THE TENDERER SHALL HAVE TO SUBMIT ALONG WITH THEIR TENDER DOCUMENTS, AS PRE-REQUISITES, THE COMPLETE TYPE TEST REPORTS ON AT LEAST ONE CELL OF 2 V DC, 200 AH OR ABOVE AT 10 HRS, AS PER LATEST EDITION/AMENDMENT/REVISION OF IS 1652, CARRIED OUT WITHIN 10 YEARS FROM THE DATE OF TEST, FROM CPRI/NABL ACCREDITED/STATE OR CENTRAL GOVT. RECOGNISED TEST HOUSE OR LABORATORY.

10) IN THE EVENT OF MATERIALIZING THE ORDER, TENDERER SHALL INCLUDE FIVE SETS OF FOLLOWING MANUALS AND LEAFLETS:

A) INSTRUCTION, COMMISSIONING, OPERATION AND MAINTENANCE MANUAL

B) DESCRIPTIVE LEAFLETS SHOWING CHARACTERISTICS OF BATTERY. THE MANUAL SHALL CLEARLY INDICATE THE INSTALLATION AND PRESERVATION METHODS, CHECK - UPS AND TESTS TO BE CARRIED OUT BEFORE, DURING AND AFTER COMMISSIONING OF THE EQUIPMENT

11) A SEPARATE LIST OF SPARES FOR SATISFACTORY OPERATION DURING SERVICE LIFE OF THE BATTERY BANK, ALONG WITH PRICES SHALL HAVE TO BE SUBMITTED BY THE MANUFACTURER/ PARTY ALONG WITH THE MATERIAL DELIVERED.

12) THE ACCESSORIES AND COMPONENT LIKE NUTBOLTS, HYDROMETERS, INSULATORS AND NO. TAGS FOR EACH BATTERY CELL SHALL BE PACKED SEPARATELY MARKING THE PACK ACCORDINGLY.

13) TECHNICAL CHECKLIST (ANNEXURE-I) TO BE FILLED UP BY THE TENDERER AND SUBMITTED ALONG WITH THE BID SHOWING DETAILS OF OFFERED ITEM.

14) THE TYPE, RATING OF THE CELL SHOULD BE PERMANENTLY MARKED ON EACH CELL ALONG WITH THE SUPPLIER'S MONOGRAM.

15) ANY COMPONENT DAMAGED OR LOST DURING TRANSIT SHALL BE REPLACED FREE OF COST BY THE PARTY.

16) THE BATTERIES WILL BE COMMISSIONED WITHIN THREE MONTHS FROM THE DATE OF GARN RAISED.

17) TENDER SHALL INCLUDE THE FOLLOWING DRAWINGS ALONG WITH THE OFFER:

A) GENERAL ARRANGEMENT DRAWING WITH DIMENSION AND CROSS SECTIONAL DRAWING OF SINGLE CELL SHOWING DETAILS OF DIFFERENT COMPONENTS.

B) GENERAL ARRANGEMENT DRAWING SHOWING DETAILS OF PLACEMENT OF BATTERIES IN BATTERY STAND AS WELL AS LAY OUT OF RACK WITH DETAILS OF THE COMPONENTS.

18) PAYMENT TERMS:

I) 80% OF PO VALUE WITH 100% TAX AND DUTIES WITHIN 30 DAYS OF THE GARN.

II) 20% OF PO VALUE WITHIN 30 DAYS FROM THE DATE OF ISSUE OF COMMISSIONING CERTIFICATE CERTIFIED BY INDENTING DEPARTMENT.

19) INSPECTION TERMS:

THE ROUTINE TEST SHALL HAVE TO BE CARRIED OUT AT THE WORKS OF THE MANUFACTURER IN PRESENCE OF AUTHORISED REPRESENTATIVES OF THE INDENTING DEPARTMENT/ RSP BEFORE EFFECTING DELIVERY.

ARRANGEMENT SHALL BE MADE BY THE SUPPLIER TO TEST DISCHARGED 0 TO 100% OF CELL AT 1 HR DISCHARGED RATE AS PER APPLICABLE STANDARD IN THE PRESENCE OF AUTHORISED REPRESENTATIVES OF THE INDENTING DEPARTMENT/ RSP AT MANUFACTURER'S WORKS.

FINAL INSPECTION TO BE DONE AT RSP STORES. GENERAL INSPECTION AT RSP STORES AND ALL OTHER INSPECTION AS MENTIONED IN SPECIAL TERMS AND CONDITIONS.

20) GUARENTEY CLAUSE:

THE SUPPLIER/ MANUFACTURER SHALL GUARENTEY SATISFACTORY PERFORMANCE FOR A PERIOD OF 18 MONTHS OF RECEIVED AT MODERNISATION STORE OF RSP OR 12 MONTHS FROM INSTALLATION, WHICHEVER IS EARLIER.

21) DELIVERY REQUIREMENT:

ONE SET OF 200 AH AND 1 SET OF 965AH PLANTÉ TYPE BATTERY BANK WITHIN 120 DAYS OF PO PLACEMENT. ANOTHER SET OF 965 AH PLANTÉ TYPE BATTERY BANK TO BE DELIVERED FROM 121 DAYS TO 180 DAYS OF PO PLACEMENT.

22) PACKING CLAUSE:

EQUIPMENT AND ACCESSORIES SHOULD BE SECURELY PACK AND DESPATCHED TO AVOID ANY LOSS OR DAMAGED DURING TRANSIT. ANY COMPONENT DAMAGED OR LOST DURING TRANSIT SHALL BE REPLACED FREE OF COST BY THE PARTY.

23) ELIGIBILITY CRITERIA:

I) THE TENDERER MUST BE A MANUFACTURER OF INDUSTRIAL BATTERIES IN INDIA. IN CASE, THE TENDERER IS NOT OEM OF INDUSTRIAL BATTERIES, COPY OF BID AUTHORIZATION FROM OEM SHALL BE SUBMITTED.

II) THE TENDERER MUST HAVE SUPPLIED AND SUCCESSFULLY COMMISSIONED TO SET OF 220 V DC, 200 AH OR HIGHER CAPACITY PLANT TYPE BATTERY BANKS TO ANY PSU/ GOVT. ORGANIZATION/PUBLIC LTD. COMPANY IN INDIA WITH IN LAST 7 YEARS FROM THE DATE OF NIT.

IN SUPPORT OF THE ABOVE CLAUSE, THE TENDERER SHALL SUBMIT SIGNED COPY OF WORK ORDER AND PERFORMANCE CERTIFICATE FROM TO DIFFERENT CUSTOMERS SHOWING SUCCESSFUL OPERATION OF THEIR SUPPLIED PLANT TYPE BATTERY BANKS OF RATING 200 AH OR ABOVE FOR ATLEAST 3 YEARS FROM THE DATE OF COMMISSIONING.

BIDDER MUST ALSO NOTE THE FOLLOWING:-

- 1) BIDDERS MUST GIVE SELF DECLARATION THAT ALL TERMS AND CONDITIONS OF THE TENDER ARE ACCEPTABLE TO HIM/ HER. BIDDER(S) IS NOT REQUIRED TO UPLOAD THE SIGNED COPY OF THE BID / RFQ AGAIN.
- 2) ONLY RELEVANT DOCUMENT(S) TO BE UPLOADED FOR TECHNICAL AND COMMERCIAL SCRUTINY. CHECKLIST IS AS FOLLOWS:-
 - I) BID SECURITY DECLARATION
 - II) NON COLLUSIVE TENDERING CERTIFICATE
 - III) DECLARATION BID ANNEXURE-III
 - IV) COMMERCIAL DATA SHEET
 - V) DOCUMENTS TO FULFILL ELIGIBILITY CRITERIA MENTIONED IN THE BID
- 3) SUBMISSION OF ADDITIONAL DOCUMENTS BEYOND THE REQUIREMENT SHALL NOT BE TAKEN COGNIZANCE OF.
- 4) THIS BID IS RESTRICTED FOR PARTICIPATION FOR CLASS-I/CLASS-II BIDDERS AS THE PUBLIC PROCUREMENT ORDER 2017 DTD 04.06.2020 . BIDDERS MUST SUBMIT DECLARATION, INDICATING WHETHER THEY ARE CLASS-I/CLASS-II LOCAL SUPPLIERS FOR THIS PRODUCT.
- 5) BIDDERS MUST SUBMIT BID SECURITY DECLARATION IN PLACE OF EMD, 'NON COLLUSIVE TENDERING CERTIFICATE' AND 'COMMERCIAL DATA SHEET' ALONG WITH THEIR BID FOR CONSIDERATION OF THEIR OFFER. THE MENTIONED DECLARATION FORMATS ARE ENCLOSED AS 'ANNEXURE' ALONG WITH THIS BID.
- 6) NON SUBMISSION OF DOCUMENTS SOUGHT IN THE BID MAY LEAD REJECTION OF OFFER.
- 7) BIDDERS MAY KINDLY NOTE THAT SINCE THERE IS NO PROVISION TO INCORPORATE ANY DEVIATION WITH RESPECT TO BID/ GEM TERMS IN GEM PO HENCE ANY VARIATION WITH BID/ GEM TERMS GIVEN BY THE FIRM IN THE FORM OF ATTACHMENT SHALL NOT BE CONSIDERED AND THE FIRM SHALL BE EVALUATED BASED ON THE TERMS OF THE BID ONLY. BIDDERS ARE REQUESTED TO CLARIFY THE SAME BID REPRESENTATION BEFORE SUBMISSION OF BID.
- 8) SAIL RSP IS ENTITLED TO CLAIM CREDIT OF INPUT TAX PAID ON THE SUPPLY OF THE BID ITEM(AS APPLICABLE)
- 9) RPN CLOSED:-

SUBJECT TO THE TERMS AND CONDITIONS OF THE GEM CONTRACT, IF THE SUPPLIER NEGLECTS OR FAILS TO PERFORM THE CONTRACT BY THE TIME OR TIMES AGREED UPON, FOR ANY REASON OTHER THAN FORCE MAJEURE, THE PURCHASER AFTER HAVING COME TO KNOW OF SUCH NEGLIGENCE OR NON PERFORMANCE, AFTER GIVING 10 TO 30 DAYS NOTICE TO THE SELLER TO RECTIFY OR SUCH ANY EXTENT PERIOD THAT THE SELLER AND PURCHASER MAY MUTUALLY AGREE, SHALL TAKE SUCH ACTION AS IT CONSIDERS FIT INCLUDING BUT NOT LIMITED TO TAKING RISK PURCHASE ACTION FOR SUPPLY OF SIMILAR MATERIALS MITIGATING ANY LOSSES, AT THE RISK AND COST OF THE SUPPLIER AS FAR AS THE UNDELIVERED QUANTITY IN THAT DELIVERY PERIOD IS CONCERNED. THE RIGHT OF THE PURCHASER FOR RISK PURCHASE ACTION IS IN ADDITION TO THE RIGHT OF PURCHASER TO TERMINATE THE CONTRACT DUE TO THE FAULT OF THE SUPPLIER.

SUPPLIER. THE PRICE DIFFERENTIAL IN CASE OF HIGHER COST TO RSP- SAIL, IF ANY, SHALL HAVE TO BE BORNE BY THE DEFAULTING SUPPLIER. RSP RESERVE THE RIGHT TO RECOVER THE PRICE DIFFERENTIAL FROM PENDING BILLS OF THE SUPPLIER IN OTHER SAIL UNITS. MORE OVER, THE DEFAULTING SUPPLIER SHALL HAVE NO CLAIM OVER THE QUANTITY, WHICH THEY FAILED TO SUPPLY.

10) SAIL ROURKELA STEEL PLANT(RSP) SHALL BE PLACING BACK UP ORDER AGAINST GEM CONTRACTS ON SUCCESSFUL BIDDER(S). THE CONCERNED BIDDER HAS TO MENTION THE BACK UP ORDER NUMBER IN THE INVOICES FOR PROPER ACCOUNTING OF MATERIAL UPON RECEIVED IN SAIL -RSP.

11) HARD COPY OF THE INVOICE SIGNED AND WITH SEAL(OR DIGITALLY SIGNED INVOICE), HAS TO BE SENT TO THE MANAGER (F & A), STORE BILLS, ADMINISTRATION BUILDING, ROURKELA STEEL PLANT, ROURKELA, ODISHA-769011. THIS WILL HELP US IN ENSURING TIMELY PAYMENTS.

12) BIDDER MUST NOTE THAT IN CASE OF SUBMISSION OF OFFER, IT WILL BE ASSUMED THAT YOU HAVE ACCEPTED AND WILL ABIDE BY THE FOLLOWING CLAUSE:-

“THIS IS TO UNDERTAKE THAT WHILE PARTICIPATING IN THIS TENDER OR THE EXECUTION OF THE CONTRACT THEREAFTER, WE SHALL NOT GIVE OR TAKE, ANY FINANCIAL OR NON FINANCIAL BRIBE, TO AND FROM ANY ONE AND IF WE NOTICED ANY SUCH HAPPENING, WE SHALL REPORT IT TO SAIL VIGILANCE.”

6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---